

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**IN RE:**

**JESSE ANDREW CHARLES  
AMBER NICOLE CHARLES,**  
  
DEBTOR.

**Case No.: BK-15-11539-M  
Chapter 7**

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT OF  
PROPERTY AND BRIEF IN SUPPORT THEREOF AND NOTICE OF OPPORTUNITY  
FOR HEARING**

COMES NOW QUICKEN LOANS INC., (hereinafter referred to as Movant) and pursuant to the provisions of Title 11 U.S.C. Section 361, 362 and 554, moves the Court to grant it relief from the automatic stay and order of abandonment of the subject property, or in the alternative, to require Debtor to provide adequate protection of Movant's interest in certain collateral. In support of its Motion, Movant alleges and states as follows:

1. That the original makers, for a good and valuable consideration, made, executed and delivered to the Payee, a certain promissory note; a true copy of said note is hereto attached, and made a part hereof.

2. As a part of the same transaction, and to secure the payment of said note and the indebtedness represented thereby, the said makers, being then the owners of the real estate hereinafter described, made, executed and delivered to the Payee, a real estate mortgage in writing and therein and thereby mortgaged and conveyed to said mortgagee the following described real estate situated in Rogers County, State of Oklahoma, to-wit:

Lot Twenty-one (21), in Block One (1), of the WEST WOODS ESTATES, A  
Subdivision of Part of the W/2 of the SE/4 of Section 7, Township 21 North, Range

16 East, Rogers County, Oklahoma, according to the recorded plat thereof. a/k/a 623  
S Maywood Drive, Claremore, OK 74017;

with the buildings and improvements and the appurtenances, hereditaments and all other rights thereunto appertaining or belonging, and all fixtures then or thereafter attached or used in connection with said premises. A true and correct copy of said mortgage is attached hereto, and made a part hereof.

3. Movant is duly authorized to bring this action.

4. Default has been made upon said note and mortgage. As of August 19, 2015, the loan is due for the May 1, 2015, and subsequent payments with an outstanding principal balance of \$109,427.14 plus accruing interest, attorney fees, costs and expenses, and other allowable charges.

5. Movant will suffer irreparable injury, loss and damage unless the automatic stay is terminated so as to permit Movant to commence with foreclosure action.

6. This property is burdensome to the estate.

7. The mortgage of Movant constitutes a valid lien against the mortgage property, prior and superior to any right, title, lien, estate or interest of the Debtor or Estate.

#### **NOTICE OF OPPORTUNITY FOR HEARING**

**Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document.** If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Northern District of Oklahoma, 224 South Boulder, Tulsa, Oklahoma 74103 no later than 14 days from the date of the filing of this request for relief. You should also serve a file-stamped copy of your response or objection to the undersigned movant/movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice. **The 14**

**day period includes the 3 days allowed for mailing provided for in Rule 9006(f) Fed. R. Bankr. Proc.**

WHEREFORE, Movant requests that Movant, through its agents, servicers and representatives is permitted to contact Debtor(s) and/or Debtor('s") counsel for the purpose of engaging in discussions and consideration for possible loss mitigation options, solutions and/or resolutions with regard to the underlying mortgage and note, including, but not limited to loan modification or other loss mitigation alternatives.

WHEREFORE, Movant prays this Court enter an Order vacating or modifying the automatic stay herein; directing the Trustee herein to abandon the mortgaged property; and for such further relief as this Court deems appropriate.

QUICKEN LOANS INC.,

By: s/ Jim Timberlake  
JIM TIMBERLAKE - #14945  
Baer Timberlake, P.C.  
4200 Perimeter Center, Suite 100  
Oklahoma City, OK 73102  
Telephone: (405) 842-7722  
Fax: (918) 491-5424

**CERTIFICATE OF SERVICE**

I hereby certify that I mailed a true and correct copy of the above and foregoing Motion with postage thereon fully prepaid to all parties claiming an interest in the subject property as listed below, and those parties listed on the attached Creditor's Mailing Matrix, on September 3, 2015.

Jesse Andrew Charles  
Amber Nicole Charles  
21277 E Robin Way  
Claremore, OK 74019

The following persons should have received notice of the above and foregoing instrument on the same day it was filed by the Court's CM/ECF Electronic Noticing System.

Karen Carden Walsh  
502 W. Sixth Street  
Tulsa, OK 74119

David Franklin DuVall  
104 S. Missouri Ave.  
Ste. 205  
Claremore, OK 74017

By: s/ Jim Timberlake  
JIM TIMBERLAKE - #14945  
Baer Timberlake, P.C.  
4200 Perimeter Center, Suite 100  
Oklahoma City, OK 73102  
Telephone: (405) 842-7722  
Fax: (918) 491-5424  
Attorney for Movant